

**Third Party Services: Fiscal and Support Services, Cash and Counseling Program
06-X-38314
November 29, 2005
Addendum #2**

**Note: The question and answer period has been extended through 5:00p.m. on
December 13, 2005.**

Responses to Electronic Questions and Answers

Question #1. **Page 1 Cover sheet: What is the intended contract effective date? We are aware that it may be impossible to give an exact date; however, perhaps it would be possible to supply a target date or date-range.**

Answer: The signatory page should be amended to read Contract Effective Date: January 14, 2006 and Contract Expiration Date: January 13, 2009. These dates reflect the best estimate that the State has at this time. In any event, the contract will be for a term of three years from the contract effective date.

Question #2. **Page 9-1.1, Purpose and Intent - "The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered." What are the other factors and what is the actual percentage weighting for each of the factors (including price) involved in deciding how this contract will be awarded?**

Answer: The bidder's entire bid proposal as well as the entire record, including any clarifications requested by the Evaluation Committee and tapes of oral presentations, constitute other factors (technical factors). Price is not evaluated but is ranked. In accordance with section 6.4 of the RFP, other than the bid proposal that is publicly opened and read, the remainder of the record remains confidential until Notice of Intent to Award a contract is issued.

Question #3. **Section 1.2 - Has New Jersey implemented its grant to develop a registry for employees who would work for participants in consumer directed programs and will the contractor be able to access that information?**

Answer: Yes, New Jersey has a contract with Rewarding Work Resources, Inc. which has developed a web based recruitment tool for direct care workers, including personal care assistants. The contractor will not need to access the information. The participants and/or counselors will access the site. The Rewarding Work site was opened to provider agencies in March 2005 and will be opened to individuals in early 2006.

Question #4. **1.3 - page 9, g: If you begin with 350 and add 360 (12 x 30) for each of the first two years and then 240 (12 x 20) for the third year, the total number of participants is 1310, not 1260. What is the separation rate per year?**

Answer: So noted. At the end of the third year, using the State's estimated figures, the total number of participants should be amended to 1310. It should be noted that these numbers are projected estimates and are not guaranteed and do not represent a maximum or a minimum number of participants. The contractor shall be paid based on the actual quantities multiplied by the unit prices. The figure of 1260 takes into account that a percentage of participants will disenroll over the term of the contract.

**Question
#5.**

Pg. 8 Sec. 1.3 (a) Since most of the contractor's costs are fixed, would there be a provision in the contract to renegotiate fees if the actual activity is significantly less than what is projected in the RFP?

Answer: No.

**Question
#6.**

Pg. 8 Sec. 1.3 (c) Given that there are 1.2 employees per program participant, what is the annual turnover of workers to consumer per year? (i.e., how many workers are hired and fired on average per year?)

Answer: This information is not readily available. Workers are rarely fired; most often they simply decide to stop working. It's not possible to track this information.

**Question
#7.**

Pg. 8 Sec. 1.3 (e) States that the current Personal Care Assistant reimbursement rates are \$15.50/hr and \$16.00/hr on weekends or holidays. Is this rate reserved only for those individuals, who meet the PCA definition on page 14: "certified as a homemaker-home health aide by the NJ Dept. of Law and Public Safety, Board of Nursing"? Additionally, are Domestic Household Employees, defined on page 13 paid at a different rate consistent with hourly rate chart?

Answer: These are the rates that Medicaid reimburses to agencies that are providing Medicaid PCA services. These rates are used to establish the consumer's cash grant amount. The consumer decides how much he/she wants to pay each worker providing that wages are in accordance with at least State minimum wage requirements and do not exceed the consumer's monthly cash allowance.

**Question
#8.**

Section 2.2 - Describe the role of Medicaid nurses. Are nurses available for case consultation? Are nurses assigned to specific participants?

Answer: Nurses employed by, or under contract to, the Division of Disability Services perform the six month reassessments required for all participants. Nurses are not assigned to specific participants and are not available for case consultation. A nursing consultant is assigned to the State Program Office if such consultation is needed by the contractor.

**Question
#9.**

Section 2.2, Page 14 - Who is responsible for producing and distributing the Program Participant Manual or does this manual

already exist?

Answer: The State Program Office has copies of the Participant Manual (developed many years ago) and distributes it to participants upon their request.

**Question
#10.**

Section 3.1 - Is year one of the contract equal to 12 months? Is a year, as defined under the program, a fiscal year, calendar year, or based on enrollment?

Answer: A year for contract purposes starts on the first day of contract award. For example, if the contract starts on January 14, 2006, the first contract year will end on January 13, 2007 and during this time the contractor shall be paid the unit prices for year 1. Payment using year 2 prices will begin on January 14, 2007. The twelve month period that constitutes the first year of the contract includes the transition period.

**Question
#11.**

3.1.3 - page 16: "The incumbent contractor will make copies of all paper and electronic files available to the contractor, whose responsibility is to obtain the copies." Since the State has paid the current contractor to maintain the files, why isn't the incumbent required to transfer the files, and the new contractor given the option to determine the most cost effective means of obtaining the copies. Will all participants historical records be transferred or solely the current participants? What is the anticipated volume of records to be transferred?

Answer: The incumbent contractor's contract does not require it to transfer those files to a replacement contractor. Therefore, the contractor under this replacement contract must bear the cost of copying and transferring records from the incumbent to itself. At the end of this contract, the contractor will also be responsible for bearing the cost of copying and transferring records to any future replacement contractor. Therefore, bidders should consider the cost of transferring records at the beginning and at the end of the contract in their bid proposals.

There are currently 350 consumers in the program. The State has no estimate of how many documents or pages are associated with each consumer.

**Question
#12.**

Page 19, Section 3.1.3, Item (c) - "The contractor must pay for the cost of transferring all paper files from the incumbent contractor" How is the payment by the awardee for transfer of records to be accomplished? Is this to be a separate business negotiation between the incumbent contractor and the awardee? How are the prices for copying and transfer to be determined and what part will the state office play in this? Also, the RFP talks about the cost of copying and transferring paper files, but says nothing about the cost of copying or transferring electronic files. Is it the assumption of the DDS that there will be no cost for copying or transfer of electronic program files? What about files that are in Access and Peachtree e and that may not be readily transferable from the incumbent contractor to

the awardee?

Answer: The awardee must assume the cost of transferring records at the beginning and at the end of the contract and include the cost of transferring records as part of overhead. There will be no separate payment to the contractor for the cost of transferring records. The last sentence of the first paragraph of section 3.1.3 is hereby corrected to state, "The expense of copying and transferring all paper and electronic files shall be borne by the contractor. It is incumbent on the contractor to be able to accept and utilize the electronic files. Being unable to operate the program because electronic files are in Access and Peachtree shall be a basis to determine that the contractor is not performing in accordance with the terms of the contract and may form a basis to terminate the contract for cause in accordance with section 5.17.3 of the RFP's special terms and conditions and Section 3.5 of the Standard Terms and Conditions.

**Question
#13.**

Page 19, 3.1.3 (c) - "The identity of any Program Participant's medical provider will be identified in the background records that will be provided to the contractor." What exactly does this mean? Is this talking about the identity of a provider agency for personal care services where a participant elects to use one instead of hiring directly?

Answer: It refers to the fact that the participant's primary care physician will be identified on the consumer's intake/referral form.

**Question
#14.**

3.1.4 - page 17: What is the cost estimate of obtaining the counseling records? How many pages of records per participant will be transferred? The first paragraph refers to section 3.1.24; however, there is no section 3.1.24 in the RFP. What section should be referenced?

Answer: Please refer to question and answer #11 regarding numbers of documents to be transferred.

The reference to section 3.1.24 is replaced by section 3.1.3.

**Question
#15.**

Section 3.1.5 - In what format(s) and frequency are the names of program participants provided to the contractor, and what is the source of the information?

Answer: Program participants are identified to the contractor on a monthly basis when the State Program Office electronically transmits a file with all of the eligible participants and their authorized cash benefits listed.